

ASH GROVE CEMENT WEST, INC.

PURCHASE ORDER

Signed by
both parties
11/27/92

12-30-91
12.3.8 v.6

3801 East Marginal Way South
Street or Box No.

NO. 51709C

Seattle WA 98134
City State Zip Code

51709C

DATE: December 30, 1991

TO: Gary Marling Construction Company, Inc.
(Hereinafter called the Contractor)

9125 10th Avenue South
Street or Box No.

Seattle WA 98108
City State Zip Code

CONTRACTOR AGREES TO FURNISH THE FOLLOWING ITEMS AND/OR PERFORM THE FOLLOWING SERVICES:

Item No.	Quantity	Description	Price
1	1	Provide the necessary labor and materials to complete the work detailed on City of Seattle approved Site Drainage plans dated August 5, 1991 - Revision "A". Price not to exceed \$ <u>322,800.00</u> Exclusions: 1.) All Permits and Sales Tax. 2.) Surveying 3.) Electrical Service for pump station.	
2	1	Provide the necessary labor and materials at cost to replace the 18" Ø storm sewer on the south edge of property. Ash Grove Cement will pay an agreed percentage of the cost (to be determined during line replacement).	

This purchase is subject to the additional terms and conditions attached hereto and incorporated herein by this reference. The parties hereto acknowledge and accept their respective responsibilities hereunder by signing below.

[Signature]
Contractor

Ash Grove Cement West, Inc.

INSTRUCTIONS TO CONTRACTOR

1. Sign and return copy to plant address above.
2. Render all invoices in duplicate to plant address above.
3. Show Purchase Order No. on invoices, shipping notices and container labels.

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1/7/85)

PURCHASE ORDER
CONTRACT NO. 51709C

ADDITIONAL TERMS AND CONDITIONS

When this order and the acceptance thereof requires any work and/or services to be performed:

(a) Vendor agrees to perform said work and/or services strictly as an independent contractor. All materials and labor shall be contracted for and in Vendor's own name and Purchaser shall not be liable therefore.

(b) Vendor also agrees to accept full and exclusive liability for and indemnify the Purchaser against the payment of any and all contributions and withholding deductions for unemployment insurance, workmen's compensation insurance, old age pensions, annuities, income taxes, or otherwise, now or hereafter imposed by any law or enactment of the United States or of any state, district or jurisdiction measured by the wages, salaries, or other compensation paid to persons employed by the Vendor or any subcontractor in connection with the performance of the work and/or services hereby provided for, so far as the Vendor or the Purchaser may be required to pay or collect or deduct and pay such contributions and taxes, and also any and all such contributions and taxes measured by the compensation to be paid to the Vendor for which may be paid by the Vendor to any subcontractor hereunder, which the Vendor is required to pay or which the Purchaser is required to collect or deduct and pay. The Vendor agrees that Vendor is, and during the performance hereof will continue to be, registered as an employer under Federal and State laws, as evidenced by photostatic or certified copies of certificates of registration to be submitted by the Vendor to the Purchaser.

(c) The Vendor shall, during the performance of the work and/or services comply with all applicable statutes and governmental regulations relating to safety or health. Further, the Vendor agrees fully to indemnify and hold harmless the Purchaser from and against all claims, loss, damage, injury or other casualty of whatsoever kind or by whosoever caused to the person or property of anyone (hereafter, "claims"), and all expenses incidental to the defense of any such claims, caused by or arising directly or indirectly out of the performance of the contract or by conditions created thereby, and, among other things, if requested by the Purchaser, to assume without expense to the Purchaser the defense of any such claims. Vendor agrees and covenants that before commencing said work it will present to Purchaser acceptable Certificate of insurance from an insurance company authorized to write insurance in the state where the work or services are performed, evidencing the maintenance of the following minimum insurance coverage and terms by Vendor, unless a different coverage is expressly specified by Purchaser, and that it will maintain them in force at all times during the performance of any work provided for:

- (1) Broad Form Comprehensive General Liability with Bodily Injury limits of \$500,000 each person/\$1,000,000 each occurrence and Property Damage with a limit of \$500,000 each accident/\$1,000,000 combined primary and excess umbrella aggregate, covering all operations of Vendor hereunder, including the Contractual Liability assumed by the Vendor. Said policy of insurance shall not exclude liability for damage to property caused by blasting, explosion, fire, excavation and damage to underground property. Said policy shall also state that Products or Completed Operations Liability insurance is covered by each policy, which coverage shall continue for one (1) year after completion of the work or services.
- (2) Automobile Liability Insurance with Bodily Injury limits of \$500,000 each person/\$1,000,000 each occurrence combined primary and excess liability and Property Damage with a limit of \$200,000 each occurrence combined primary and excess liability.
- (3) Workmen's Compensation and Employee's Liability Insurance complying with the laws of the state or states in which the work or services is to be performed. If the work or services involves exposure of employees to any other Workmen's Compensation laws or employer's liability laws, such as Occupational Disease, Federal Longshoremen's and Harbor Workers Act, Federal Railway Act, or Maritime Acts, appropriate insurance shall be carried.

Each policy of such insurance shall provide that it shall not be cancelled or materially changed during the performance of this contract without at least thirty (30) days written notice to Purchaser.

(d) The Purchaser shall be named as an additional insured under Vendor's public and automobile liability coverages. Purchaser shall also be named in Vendor's property insurance policy as having an insurable interest in any of Purchaser's property in custody of Vendor whether on or off Purchaser's premises.

(e) In any event where a state sales or use tax may be involved, Purchaser reserves the right to request, and Vendor agrees to furnish upon request, such allocation of cost between material and labor as may be required for computation of tax due under the applicable sales or use tax law or regulations.

(f) Neither the final payment or any part of any retained percentage shall become due until the Vendor shall deliver to the Purchaser a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Vendor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchaser, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Vendor shall refund to the Purchaser all funds that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fees.

(g) Contractor shall handle the Contract as a subcontract within the meaning of Presidential Executive Orders and any other state and federal laws and regulations dealing with nondiscrimination and equal employment opportunity, and will comply with the provisions of said Executive Orders, laws and regulations.

(h) If the work or services involves the acceptance by Vendor of property owned by Purchaser into the custody of Vendor for any purpose, the Vendor agrees to return said property in at least as good a condition as received.

The Purchase Order, to which these Additional Terms and Conditions are made a part thereof, the terms and conditions stated on said Purchase Order and these Additional Terms and Conditions, comprise the entire Agreement between Vendor and Purchaser, and there are no Agreements, Terms, Conditions, or Representations, oral or written, express or implied, with reference to the subject matter that are not merged herein and superseded hereby.

The terms and conditions set forth on attached Purchase Order No. _____ are incorporated herein and both those terms and these additional terms and conditions are accepted by the parties signing below.



VENDOR

PURCHASER

TITLE: PROJECT MANAGER

TITLE: _____

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